

# **THE MAHARASHTRA APARTMENT OWNERSHIP RULES, 1972**

In the exercise of the powers conferred by sub-section (1) of section 25 of the Maharashtra Apartment Ownership Act, 1970 (Mah.XV of 1971), the Government of Maharashtra hereby makes the following rules, the same having been previously published as required by the said subsection (1) of section 25, namely:

## **1. Short title**

These rules may be called the Maharashtra Apartment Ownership Rules, 1972.

## **2. Definitions**

(1) In these rules, unless the context requires otherwise,-

- (a) "Act" means the Maharashtra Apartment Ownership Act, 1970;
- (b) "Form" means a form appended to these rules;
- (c) "Section" means a section of the Act.

(2) Words and expressions used in these rules but not defined therein shall have the meaning respectively assigned to them in the Act.

## **3. Declaration under section 2**

The Declaration to be executed, and registered under section 2 by the sole owner or all the owners shall be in Form 'A'.

## **4. [\*\*\*Deleted by G.N. of 14.03. 1974\*\*\*]**

## **5. Conveyance of Apartment**

All transfers of apartment by the sole owner or all the owners of the property (being an owner or owners who has or have executed and registered a Declaration in Form 'A') to an apartment owner and subsequent transfers from an apartment owner to his transferee shall be by a Deed of Apartment.

## **6. Parties to Deeds of Apartments**

In the case of the first Deed of Apartment, the party of the first part shall be either the sole owner or all the owners of the property who has or have executed and registered the Declaration in Form 'A' and the party of the second part shall be the apartment owner. In the case of subsequent Deeds of Apartment, the party of the first part shall be the apartment owner and the party of the second part shall be his transferee.

## **7. Contents of Deeds of Apartment**

(1) The first Deed of Apartment shall be accompanied by a copy of the relevant floor plans of the building filed under sub-section (2) of section 13 and by a certificate of an architect certifying that the said floor plan shows the number and dimensions of the apartment being conveyed and of the immediate adjoining apartments and that the said floor plan fully and accurately depicts the layout of the apartment, its location, dimensions, approximate area, main entrance, common areas, and facilities and limited common areas and facilities, if any, to which it has access, as built.

(2) In addition, the first and every subsequent Deed of Apartment shall include the following particulars, namely:

(a) Description of the land as provided in section 11 or the post office address of the property, including in either case, the liber, page and date of executing the Declaration, the date and serial number of its registration under the Registration Act, 1908, and the date and other reference, if any, of its filing with the competent authority;

(b) The apartment number of the apartment in the Declaration and any other data necessary for its proper identification;

(c) Statement of the use for which the apartment is intended and restrictions on its use, if any;

(d) The percentage of undivided interest appertaining to the apartment in the common areas and facilities;

(e) Any further details which the parties to the Deed may deem desirable to set forth consistent with the Declaration and the Act;

(3) The provisions of this rule may be given effect to by referring to the relevant provisions made in the Declaration for the purpose of avoiding repetition of those relevant provisions in the Deed of Apartment.

(4) The apartment owner shall file a true copy of every Deed of Apartment to which he is a party in the office of the competent authority within thirty days from the date of its execution.

#### **8. Form of Book under section 13(3) and of index thereto**

(1) Register of Declarations and Deeds of Apartments for the purpose of sub-section (3) of section 13 shall be in Form 'C'.

(2) The index to such Register shall be in Form 'D'.

#### **9. Form of Memorandum under section 13(4)**

The memorandum required to be filed by the Manager or Board of Managers for the purpose of sub-section (4) of section 13 shall be in Form 'E'.

**FORM 'A'**  
(See rule 3)

In the \_\_\_\_\_ (here enter name of city, town, village, taluka, district) \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_  
(here enter name of sole owner or all the owners) hereinafter referred to as Grantor who is fully empowered and qualified to execute this Deed does hereby state:

FIRST:- That the Grantor owns the following land situated in the \_\_\_\_\_ (here enter city, town, village, taluka, district) which is described as follows, namely:- (Insert metes-and-bounds description of land upon which the building is constructed and add the City Survey or Cadastral Survey Number or Survey Number. Also state the date and registration details of the last document of title under which the grantor claims the land.)

SECOND:- That the Grantor has constructed on the parcel of land described above a building known as \_\_\_\_\_ (here enter name of building) according to the plans attached hereto as Exhibit A which were approved by the \_\_\_\_\_ (here insert name of local authority) on the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_ and which are made a part thereof. The Municipal or Ward No., Street No. and House No. are as follows:

\_\_\_\_\_  
The postal address of the building is \_\_\_\_\_.

THIRD: That the said building consists of a basement, a ground floor and \_\_\_\_\_ upper floors (to be filled in). The ground floor will be used for commercial facilities, or other common purposes (This should be retained, if applicable). The ground (To be retained, if applicable) and \_\_\_\_\_ upper floors (To be filled in) consist of individual apartments all for residential purposes. The \_\_\_\_\_ upper floors are all capable of individual utilisation on account of having their own exit to a common area and facility of the building, and the apartments will be sold to one or more owners each owner obtaining a particular and exclusive property right thereto and each apartment constituting a heritable and transferable, immovable property within the meaning of any law for the time being in force in the State (hereinafter referred to as "family unit"), and also an undivided interest in the general and/or restricted common areas and facilities of the building, as listed hereinafter in this Deed, necessary for their adequate use and enjoyment and hereinafter referred to as "general and/or restricted common areas and facilities", all of the above in accordance with the Maharashtra Apartment Ownership Act, 1970.

FOURTH: That the aforesaid building has a total building area of \_\_\_\_\_ square metres (to be filled in) of which \_\_\_\_\_ square metres (To be filled in) will constitute family units, and \_\_\_\_\_ square metres will constitute general and/or restricted common areas and facilities.

FIFTH: That this condominium shall be known as "the \_\_\_\_\_ Condominium" (Here insert name of building such as Anand Villa) and the family units and common areas and facilities of the building will be as follows:-

## 1. Family Units— Upper Floors—

In each of the \_\_\_\_\_ upper floors, there are \_\_\_\_\_ family units. The said family units will be numbered consecutively from one to \_\_\_\_\_ on each floor. These numbers will be preceded by the tenth which corresponds to each floor to wit: those of the first floor will bear the numbers \*101\*, \*102\*, etc.: those of the second floor will bear the numbers \*201\*, \*202\*, etc., and those of the higher floors will be numbered similarly according to the corresponding tenth of each floor. Hereinafter such family units will be referred to as Family Unit Type Number One, Family Unit Type Number Two, etc., respectively. Each family unit is equipped with \_\_\_\_\_ (Here describe air conditioning units, fans, geyser, if any, and other equipment which is attached to or is a part of the family unit). The family units are described herein below. The measures of a family unit include all the outside walls and one-half of the block partitions but exclude bearing walls.

(a) Family Unit— Type Number One— It is a rectangular shaped apartment measuring \_\_\_\_\_ metres long and \_\_\_\_\_ metres wide, making a total area of \_\_\_\_\_ square metres as specifically shown in Exhibit A of this Deed. Its boundaries are as follows:—

[Confirm boundary description to actual facts]

Its main door has access to the corridor of the respective floor.

The family Units consist of the following rooms (This will change in each case, and the family unit will have to be described according to plan): a hall of \_\_\_\_\_ square metres, a living room of \_\_\_\_\_ square metres, a dining room of \_\_\_\_\_ square metres, a kitchen of \_\_\_\_\_ square metres, which includes the sinks, or washing area, a \_\_\_\_\_ gas or electric range, model \_\_\_\_\_ color \_\_\_\_\_ (To be retained, when necessary only), bedrooms of \_\_\_\_\_ square metres, bathrooms of \_\_\_\_\_ square metres. In addition, the family unit has a balcony (balconies) facing \_\_\_\_\_ Street of \_\_\_\_\_ square metres. [A description of each type of family unit should follow as items (b), (c), (d), etc.]

## 2. Common areas and facilities.—

(a) The parcel of land described in paragraph First of this Deed.

(b) A basement as shown in Exhibit A attached hereto and consisting of \_\_\_\_\_ square metres. (To be retained, if applicable)

(c) The following facilities located in the basement (To be retained, if applicable):

[Describe in detail the items located in the basement]

(d) Parking facilities as shown in Exhibit A attached hereto and consisting of \_\_\_\_\_ square metres.

(e) The ground floor as shown in Exhibit A attached and consisting of a garden lawn, children playing area, swimming pool, tennis or badminton court, etc., admeasuring \_\_\_\_\_ square metres, respectively.

(f) The following facilities located in the ground floor:

(1) Commercial areas and facilities as shown in Exhibit A attached to hereto, consisting of \_\_\_\_\_ square metres and described as follows:

[Here describe in detail the commercial areas and facilities, if any.]

(2) A lobby and facilities as shown in Exhibit A attached hereto, consisting of \_\_\_\_\_ square metres, and described as follows:

[Here describe in detail the lobby and its facilities]

(3) \_\_\_\_\_ (Include any other areas, rooms etc. not mentioned above.)

(g) The following facilities located throughout the building and as shown in Exhibit-A, attached hereto:-

- (1) \_\_\_\_\_ elevator(s).
- (2) An elevator shaft of \_\_\_\_\_ square metres for the \_\_\_\_\_ elevator(s) extending from the ground floor upto the \_\_\_\_\_ floor.
- (3) A stairway referred to in this Deed as Stairway A of \_\_\_\_\_ square metres, which leads from the ground floor to the roof of the building.
- (4) A stairway, referred to in this Deed as Stairway B, of \_\_\_\_\_ square metres, which leads from the open court to the \_\_\_\_\_ upper floor. (To be retained, if applicable)
- (5) A flue extending from the incinerator in the basement to the roof of the building. The said flue will have a hopper door in each one of the \_\_\_\_\_ upper floors for the disposal of garbage and rubbish, and will be fed from the janitor's room of each of the \_\_\_\_\_ upper floors. (To be retained, if applicable)
- (6) Water tank located on the roof of the building.
- (7) Elevator penthouse with corresponding elevator equipment located on the roof of the building.
- (8) Plumbing network throughout the building.
- (9) Electric wiring net-work throughout the building.
- (10) Necessary light, telephone and public water connections.
- (11) The foundations and main walls, columns, girders, beams and roofs of the building as described in the plans which form part of this Deed as Exhibit A hereof.
- (12) Tanks, pumps, motors, fans, firefighting equipment, compressor ducts, central air conditioning and heating equipment and in general all apparatus and installation existing for common use.

(h) The following facilities located in each one of the \_\_\_\_\_ upper floors and as shown in Exhibit A, attached hereto, are restricted common areas and facilities restricted to the Family units of each respective floor:-

- (1) A lobby which gives access to the \_\_\_\_\_ elevators, to the family unit, to the janitor's room, to \_\_\_\_\_ to the corridor and to Stairway A.
- (2) A room for the use of the janitor.
- (3) A corridor extending from the lobby to Stairway B.

SIXTH: (a) That the right, title and interest of each owner of a family unit in the general common area and facilities listed under letters (a) to (g) of sub-paragraph 2 of paragraph Fifth and their proportionate share in the profits and common expenses in the said general common areas and facilities, as well as the proportionate representation for voting purposes in the meeting of the Association of Apartment Owners of the \_\_\_\_\_ Condominium is based on the proportionate value of each family unit to the total value of all family units as follows:-

***Family Unit Type Number One***

\_\_\_\_\_ per cent based on a value of Rs \_\_\_\_\_ for this apartment and a total value of \_\_\_\_\_ for all family units. (Here follows the proportionate value of Family Unit Type Number Two to Family Unit Type Number \_\_\_\_\_).

(b) That the right, title and interest of each owner of a family unit located on each of the \_\_\_\_\_ upper floors in the restricted common areas and facilities located in the respective floors and listed under letter (h) of said sub-paragraph 2 of Paragraph Fifth, and their proportionate

share in the profits and common expenses in the said restricted common areas and facilities, as well as the proportionate representation of voting purposes with respect to the said restricted common areas and facilities in the meeting of the Association of Apartment Owners of the \_\_\_\_\_ Condominium is based on the proportionate value of each family unit to the total value of all family units located on its respective floors, as follows:-

***Family Unit Type Number One***

\_\_\_\_\_ per cent (here follows the right, title and interest of the family unit owners of Family Unit Type Number Two to Family Unit Type Number \_\_\_\_\_ in the restricted common areas and facilities located in their respective floors).

(c) The proportionate representation for voting purposes provided in (a) and (b) hereof may be limited in accordance with the provisions of the bye-laws attached hereto as Exhibit B.

(d) Apartment/apartments and the percentage of undivided interest in the common areas and facilities appertaining to the apartment/each apartment are not encumbered in any manner whatsoever on the date of this Declaration.

SEVENTH: That the Administration of \_\_\_\_\_ Condominium consisting as aforesaid of the building and parcel of land described in Paragraph First and Fifth of this Deed shall be in accordance with the provisions of this Deed and with the provisions of the by-laws which are made a part of this Deed and are attached hereto as Exhibit B.

EIGHTH: That as appears above a plan of apartment ownership is hereby constituted under and subject to the provisions of the Maharashtra Apartment Ownership Act, 1970 so that the family units of the \_\_\_\_\_ upper floors may be conveyed and registered as individual properties capable of independent use, on account of each having its own exit to a common area and facility of the building, each family unit owner having an exclusive and particular right, title and interest over his respective family unit and in addition the specified undivided interest in the common areas and facilities and/or restricted common areas and facilities.

NINTH: That for the purposes of stamp duty and registration fees to be imposed on the registration of this Deed in the Register of Declaration and Deeds of Apartment under section 13(5) the value of the \_\_\_\_\_ Condominium is distributed as follows:-

(a) Parcel of land described in paragraph First hereof is valued at \_\_\_\_\_ Rupees.

(b) The building described in Paragraphs Second and Third hereof is valued at \_\_\_\_\_ Rupees.

TENTH: That so long as the Grantor owns one or more of the Family units, the Grantor shall be subject to the provisions of this Deed and of the Exhibits A and B attached hereto and the Grantor covenants to take no action which will adversely affect the rights of the Association of Apartment Owners with respect to assurances against latent defects in the building or other rights assigned to the Association by reason of the establishment of the \_\_\_\_\_ Condominium.

ELEVENTH: That the general and/or restricted common areas and facilities shall remain undivided and no owner shall bring any action for partition or division thereof.

TWELTH: That the percentage of the undivided interest in the general and/or restricted

common areas and facilities established herein shall not be changed except with the unanimous consent of all the apartment owners expressed in amendment to this Deed duly registered.

THIRTEENTH: That the undivided interest in the general and/or restricted common areas and facilities shall not be separated from the family unit to which it appertains and shall be deemed conveyed or encumbered with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

FOURTEENTH: That each apartment owner shall comply with the provisions of this Deed, the Bye-laws, decisions and resolutions of the Association of apartment Owners of its representative, and failure to comply with any such provisions, decision or resolutions, shall be grounds for an action to recover sums due, for damages, or for injunctive relief.

FIFTEENTH: That the dedication of the property to the Plan of Apartment Ownership herein shall not be revoked, or the property removed from the Plan of Apartment Ownership, or any of the provisions herein amended unless all of the apartment owners and the mortgagees of all the mortgages covering the units unanimously agree to such revocation, or amendment, or removal of the property from the Plan by duly registered instruments.

SIXTEENTH: That no apartment owner of a family unit may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the general and/or restricted common areas and facilities or by the abandonment of his family unit.

SEVENTEENTH: All sums assessed by the Association but unpaid for the share of the common expenses chargeable to any family unit shall constitute a charge on such family unit prior to all other charges except only (1) charge, if any, on the family unit for payment of Government or municipal taxes or both and (2) all sums unpaid on a first mortgage of the apartment.

EIGHTEENTH: That all present or future owners, tenants, future tenants or any other person that might use the facilities of the building in any manner, are subject to the provisions of this Deed and that the mere acquisition or rental of any of the family units of the building or the mere act of occupancy of any of the said units shall signify that the provisions of this Deed are accepted and ratified. The respective family units shall not be rented or given on leave and licence or caretaker basis by the apartment owners thereof for transient or hotel purposes, which shall be defined as (a) rental compensation or compensation for any period less than thirty days or (b) any rental or if the occupants of the family unit are provided customary hotel or boarding or lodging or paying guest services other than the foregoing obligations, the apartment owners of the respective family units shall have the absolute right to lease such unit or give it on leave and licence or caretaker basis provided that said lease or leave or licence or caretaker basis is made subject to the covenants and restrictions contained in this Declaration and further subject to the By-laws in Exhibit B attached hereto.

NINETEENTH: That if the property, subject to the Plan of Apartment Ownership is totally or substantially damaged or destroyed, the repair, reconstruction, or disposition of the property shall be as provided by the Maharashtra Apartment Ownership Act, 1970.

TWENTIETH: That, where a family unit is sold by a mortgagee in exercise of his powers of sale under an English mortgage or by a court in execution of a decree in a suit brought by a mortgagee against the owner of such family unit, then neither the mortgagee nor the purchaser who derives title to the family unit at such sale, or his successor or assigns shall be liable, for assessments by the association which became due prior to the acquisition of title by such acquirer, it being understood, however, that the above shall not be construed to prevent the Association of Apartment Owners from filing and claiming charge for such assessments and enforcing same as provided by law, and that such charge shall be subordinate to such mortgage.

TWENTY-FIRST: That in a voluntary conveyance of a family unit the grantee of the unit shall be jointly and severally liable with the Grantor for all unpaid assessments by the Association of Apartment Owners against the latter for his share of the common expenses upto the time of the grant or conveyance without prejudice to the grantee's right to recover from the Grantor the amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the Manager or Board of Managers of the Association, as the case may be, setting forth the amount of the unpaid assessments against the Grantor due to the Association and such grantee shall not be liable for, not shall the family unit conveyed be subject to a charge for, any unpaid assessment made by the Association of Apartment Owners against the Grantor in excess of the amount therein, set-forth.

TWENTY-SECOND: That the Manager or Board of Managers of the Association shall obtain and continue in effect blanket property insurance in form and amounts satisfactory to mortgagees holding first mortgages covering family units but without prejudice to the right of the owner of a family unit to obtain individual family unit insurance.

TWENTY-THIRD: That, insurance premium for any blanket insurance coverage shall be a common expense to be paid by monthly assessments levied by the Association of Apartment Owners; and that such payment shall be held in a separate account of the Association and used solely for the payment of the blanket property insurance premiums as such premiums become due.

IN WITNESS WHEREOF Shri \_\_\_\_\_ has hereto set his hand this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Signed and Delivered by

Shri \_\_\_\_\_

in the presence of—

1. \_\_\_\_\_

and

2. \_\_\_\_\_

**EXHIBIT A**

(See clause 2)

(Here specify Plans)

**EXHIBIT B**

(See clause 18)



## CHAPTER I

BY-LAWS OF \_\_\_\_\_ CONDOMINIUM (Here insert the name of condominium)

### 1. Short Title and Application

(1) These by-laws may be called the By-laws of the \_\_\_\_\_ condominium (Here insert the name of condominium).

(2) The provisions of these by-laws apply to the \_\_\_\_\_ Condominium. (Here insert the name of condominium).

All present or future owners, tenants, future tenants, or their employees, or any other person that might use the facilities of the building in any manner, are subject to the regulations set-forth in these by-laws.

The mere acquisition or rental or taking on license of any of the family units (hereinafter referred to as "units") of the building or mere act of occupancy of any of the said units will signify that these by-laws are accepted, ratified, and will be complied with.

### 2. Definitions

(1) In these by-laws, unless the context requires otherwise,

(a) "Act" means the Maharashtra Apartment Ownership Act, 1970;

(b) "Association" means the Association of all the Apartment Owners constituted by such owners for the purpose of the \_\_\_\_\_ Condominium;

(c) "Board" means a Board of Managers consisting of \_\_\_\_\_ persons, all of whom shall be owners of apartment in the \_\_\_\_\_ Condominium;

(d) "Building" means the building located at \_\_\_\_\_ and known as the \_\_\_\_\_ Condominium, and includes the land forming part thereof;

(e) "Declaration" means the Declaration which the sole owner of the building or all the owners of the building have executed and registered as provided in section 2;

(f) "Majority of owners" means those owners holding 51 per cent of the votes in accordance with the percentages assigned in the Declaration;

(g) "Owner" or "apartment owner" means the person owning an apartment in the \_\_\_\_\_ Condominium;

(h) "Section" means a section of the Act;

(i) "Unit" means a family unit in the \_\_\_\_\_ Condominium;

(j) "Registrar" means the Registrar of Co-operative Societies.

(2) Words and expressions used in these by-laws but not defined therein shall have the meaning respectively assigned to them in the Act.

### 3. Apartment Ownership

The building located at \_\_\_\_\_ street, city/town/village of \_\_\_\_\_ in the \_\_\_\_\_ District \_\_\_\_\_ known as \_\_\_\_\_ Condominium is submitted to the provisions of the Act.

#### **4. Objects of Association**

(1) The objects of the Association shall be—

(a) to be and to act as the Association of Apartment Owners of the building called \_\_\_\_\_ at \_\_\_\_\_ (hereinafter called “the said building”) who have filed their respective Declarations submitting their apartments to the provisions of the Act.

(b) to invest or deposit moneys;

(c) to provide for the maintenance, repair and replacement of the common areas and facilities by contributions from the apartment owners, and if necessary, by raising loans for that purpose;

(d) to retain and rent or license of possible, suitable portions of the common areas to outsiders for commercial purposes, and to distribute the common profits left after deducting the common expenses amongst the apartment owners as common profits or accumulate the same for the building up a reserve fund.

(e) to provide for and do all and any of the matters provided in sub-section (2) of section 16;

(f) To advance, with the consent of the apartment owners, any short-term loans to any apartment owners in case of any emergent necessity, and to provide for the repayment thereof in lump sum or in instalments;

(g) to establish and carry on, on its own account, or jointly with individuals or institutions, educational, physical, social and recreative activities for the benefit of the apartment owners;

(h) to frame rules, with the approval of the general meeting of the Association and after consulting the competent authority and may establish a provident fund and gratuity fund, if necessary, for the benefit of the employees of the Association;

(i) to do all things necessary or/and otherwise provide for their welfare expedient for the attainment of the objects specified in these by-laws.

(2) The Association shall not act beyond the scope of its objects without duly amending the provisions of these by-laws for the purpose.

#### **5. Members of Association**

(1) All persons who have purchased apartments in the \_\_\_\_\_ Condominium and executed respective Declarations under Section 5 submitting their apartments to provisions of the Act shall automatically be the members of the Association, and shall pay the sum of one rupee as entrance fee and may purchase at least one share of the face value of Rs. 100 each. Each apartment owner shall receive a copy of the by-laws on payment of one rupee.

(2) Upon any apartment owner, selling his apartment or absolutely conveying the same by way of gift under his will or otherwise, the purchaser or donee shall automatically become a member of the Association, and shall be admitted as member on payment of the entrance fee of one rupee. The shares held by an apartment owner shall be transferred to the name of such purchaser or donee on payment of one rupee to the Association.

(3) On the death of an apartment owner, his apartment shall be transferred to the person or persons to whom he bequeaths the same by his will, or to the legal representatives of his estate, in case he has not made any specific bequest of the apartment. The name of the legatee or the names of the legal representatives jointly shall be entered in the register of apartment owners maintained by the Secretary for the purposes of administration of the \_\_\_\_\_ Condominium

as apartment owner or joint apartment owners. Where any legatee is a minor, the apartment owner shall be entitled to appoint a guardian of such minor.

#### **6. Joint Apartment Owners**

Where an apartment has been purchased by two or more persons jointly, they shall be jointly entitled to the apartment and the shares of the Association shall be issued in their joint names, but the person whose name stands first in the share certificate shall alone have the right to vote.

#### **7. Holding of One Share Compulsory**

Every apartment owner must hold at least one share of the Association, (joint apartment owners holding the shares jointly).

#### **8. Disqualifications**

No apartment owner shall be entitled to vote on the questions of the election of members of the Board or the President, Secretary, Treasury or any other office-bearer or be entitled to stand for election to such office if he is in arrears of any sum due from him in respect of his contributions for common expenses, for more than sixty days, on the last day of the year preceding the year in which the elections to the Board would take place.

### **CHAPTER II VOTING, QUORUM AND PROXIES**

#### **9. Voting**

Voting shall be on a percentage basis, and the percentage of the vote to which the owner is entitled is the percentage assigned to the family unit or units in the Declaration.

#### **10. Quorum**

Except as otherwise provided in these by-laws, the presence in person of a majority of owners shall constitute a quorum.

#### **11. Votes to be cast in person**

Votes shall be cast in person.

### **CHAPTER III ADMINISTRATION**

#### **12. Powers and duties of Association**

The Association will have the responsibility of administering the \_\_\_\_\_ Condominium, approving the annual budget, establishing and collecting monthly assessments and arranging for the management of the condominium in an efficient manner. Except as otherwise provided, resolutions of the Association shall require approval by a majority of owners, casting votes in persons.

#### **13. Place of Meetings**

Meetings of the Association shall be held at suitable place convenient to the owners as may from time to time be designated by the Association.

#### **14. Annual Meetings**

The first annual meeting of the Association shall be held on \_\_\_\_\_ (date). Thereafter, the annual meetings of the Association shall be held on the \_\_\_\_\_ (1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup>) \_\_\_\_\_ (Monday, Tuesday, Wednesday, etc.) of \_\_\_\_\_ month each succeeding year. At such meetings there shall be elected by ballot of the apartment owners a Board of Managers in accordance with the requirements of by-law 23. The owners may also transact such other business of the Association as may properly come before them.

#### **15. Special Meetings**

It shall be the duty of the President to call a special meeting of the apartment owners as directed by a resolution of the Board or upon a petition signed by a majority of the owners and having been presented to the Secretary, or at the request of the Housing Commissioner, or as the case may be, the Registrar or any officer duly authorised by him in this behalf. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No other business shall be transacted at a special meeting except as stated in the notice without the consent of four-fifths of the owners present in person.

#### **16. Notice of Meeting**

It shall be the duty of the Secretary to mail or send a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each apartment owner, at least 2 but not more than 7 days prior to such meeting. The mailing or sending of a notice in the manner provided in this by-law shall be considered notice served. Notices of all meetings shall be mailed or sent to the Housing Commissioner, or as the case may be, the Registrar.

#### **17. Adjourned Meeting**

If any meeting of owners cannot be organised because a quorum has not attended, the owners who are present may adjourn the meeting to a time not less than forty-eight hours from the time the original meeting was called. If at such adjourned meeting also no quorum is present, the owners present in person being not less than two shall form a quorum.

#### **18. Order of Business**

The order of business at all meetings of the owners of units shall be as follows:-

- (a) Roll call.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Report of the Housing Commissioner, or the Registrar or of the Officer duly authorised by them, if present.
- (f) Report of Committees.
- (g) Election of Board of Managers.
- (h) Unfinished Business, if any.
- (i) New business.

## **CHAPTER IV BOARD OF MANAGERS**

### **19. Management of Association**

The affairs of the Association shall be governed by a Board of Managers.

### **20. Powers and duties of Board**

The Board of Managers shall have the powers and duties necessary for the administration of the affairs of the Association, and may do all such acts and things as are not by law or by these byelaws directed to be exercised and done by the owners.

### **21. Other duties**

In addition to duties imposed by these by-laws or by resolutions of the Association, the Board shall be responsible for the following that is to say—

- (a) care, upkeep and surveillance of the \_\_\_\_\_ Condominium and the common areas and facilities and the restricted common areas and facilities.
- (b) collection of monthly assessment from the owners;
- (c) designation, employment, remuneration and dismissal of the personnel necessary for the maintenance and operation of the \_\_\_\_\_ Condominium, the common areas and facilities and the restricted common areas and facilities;
- (d) to provide for the manner in which the audit and accounts of the Association, shall be carried out;
- (e) to inspect the accounts kept by the Secretary and/or the Treasurer, and examine the registers and account books and to take steps for the recovery of all sums due to the Association;
- (f) to sanction working expenses, count cash balance and deal with other miscellaneous business;
- (g) to see that cash book is written up promptly and is signed daily by one of the members of the Board authorised in this behalf;
- (h) to hear and deal with complaints.

### **22. Manager**

The Board may employ for the Association a manager at a compensation determined by the Board to perform such duties and services as the Board shall authorise including but not limited to the duties listed in by-law 21.

### **23. Election and term of Office**

At the first annual meeting of the Association, the term of office of two Managers shall be fixed for three years. The term of office of two Managers shall be fixed at two years, and the term of office of one Manager shall be fixed at one year. At the expiration of the initial term of office of each respective Manager, his successor shall be elected to serve a term of three years. The Managers shall hold office until their successors have been elected and hold their first meeting. (If a larger Board is contemplated, the terms of office should be established in a similar manner so that they will expire in different years.

#### **24. Vacancies**

Vacancies in the Board caused by any reason other than the removal of a Manager by a vote of the Association shall be filled by vote of the majority of the remaining Managers, even though they may constitute less than a quorum; and each person so elected shall be a Manager until a successor is elected at the next annual meeting of the Association.

#### **25. Removal of Manager**

At any regular or special meeting duly called any one or more of the Managers may be removed with or without cause by a majority of the apartment owners and a successor may then and there be elected to fill the vacancy thus created. Any Manager whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting.

#### **26. Organisation Meeting**

The first meeting of a newly elected Board shall be held within ten days of election at such place as shall be fixed by the Managers at the meeting at which such Managers were elected and no notice shall be necessary to the newly elected Managers in order legally to constitute such meeting, provided a majority of the whole Board shall be present.

#### **27. Regular Meetings**

Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of Managers, but at least two such meetings shall be held during each year. Notice of regular meetings of the Board shall be given to each Manager, personally or by mail, or telegraph, at least three days prior to the day named for such meetings.

#### **28. Special Meetings**

Special meetings of the Board may be called by the President on three days' notice to each Manager, given personally or by mail, or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and on like notice on the written request of at least three Managers.

#### **29. Waiver of Notice**

Before or at any meeting of the Board any Manager, may, in writing, waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Manager at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Managers are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

#### **30. Quorum**

At all meeting of the Board, one third of the total strength of the Managers shall constitute a quorum for the transaction of business, and the acts of the Managers present at a meeting at which a quorum is present shall be the acts of the Board. If, at any meeting of the Board, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice, provided there is a quorum present.

### **31. Fidelity Bonds**

The Board may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

## **CHAPTER V OFFICERS**

### **32. Designations**

The principal officers of the Association shall be a President, a Vice-President, a Secretary, and a Treasurer, all of whom shall be elected by and from the Board. The Board may appoint an Assistant Treasurer, and an Assistant Secretary, and such other Officers as in their judgment may be necessary. (In the case of an Association of one hundred owners or less, the offices of Treasurer and Secretary may be filled by the same person.)

### **33. Election of Officers**

The officers of the Association shall be elected annually by the Board at the organisation meeting of each new Board and shall hold office at the pleasure of the Board.

### **34. Removal of Officers**

Upon an affirmative vote of a majority of the members of the Board any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose.

### **35. President**

The President shall be the Chief Executive Officer of the Association. He shall preside at all meetings of the Association and of the Board. He shall have all of the general powers and duties which are usually vested in the office of President of an Association, including, but not limited to, the power to appoint committees from among the owners from time to time as he may in his discretion decide to be appropriate to assist in the conduct of the affairs of the Association.

### **36. Vice-President**

The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the Board shall appoint some other member of the Board so to act on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon him by the Board.

### **37. Secretary**

The Secretary shall keep the minutes of all meetings of the Board and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board may direct; and he shall, in general perform all the duties incidental to the office of Secretary.

### **38. Treasurer**

The Treasurer shall be responsible for Association funds and securities and shall also be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all moneys and other valuable effects in the name and to the credit, of the Association in such depositaries as may from time to time be designated by the Board.

## **CHAPTER VI OBLIGATIONS OF THE APARTMENT OWNERS**

### **39. Assessments**

All owners are obliged to pay monthly assessments imposed by the Association to meet all expenses relating to the \_\_\_\_\_ Condominium, which may include an insurance premium for a policy to cover repair and reconstruction work in case of hurricane, fire, earthquake or other hazard or calamity. The assessments shall be made pro-rata according to the value of the unit owned, as stipulated in the Declaration. Such assessments shall include monthly payments to a General Operating Reserve and a Reserve Fund for Replacements.

### **40. Maintenance and Repair**

(1) Every owner must perform promptly, all maintenance and repair work within his own unit, which if omitted would affect the \_\_\_\_\_ Condominium in entirety or in a part belonging to other owners, being expressly responsible for the damages and liabilities that his failure to do so may endanger.

(2) All the repairs of internal installations of the unit such as water, light, gas, power, sewage, telephones, air conditioners, sanitary installations, doors, windows, lamps and all other accessories belonging to the unit area shall be at the expense of the apartment owner concerned.

(3) An owner shall reimburse the Association for any expenditures incurred in repairing or replacing any common area and facility damaged through his fault.

### **41. Use of Family Units-Internal Changes**

(1) All units [except units on the \_\_\_\_\_ (here specify number of apartment, if any, used for commercial purposes.)] shall be utilised for residential purposes only.

(2) An owner shall not make any structural modifications or alterations in his unit or installations located therein without previously notifying the Association in writing, through the President of the Board if no manager is employed. The Association shall have the obligation to answer within thirty days and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification, alteration or installation.

### **42. Use of Common Areas and facilities and Restricted Common Areas and facilities**

(1) An owner shall not place or cause to be placed in the lobbies, vestibules, stairways, elevators and other areas of \_\_\_\_\_ Condominium and facilities of a similar nature both common and restricted, any furniture, package or objects of any kind. Such areas shall be used for no other purpose than for normal transit through them.

(2) The \_\_\_\_\_ Condominium shall have \_\_\_\_\_ elevators \_\_\_\_\_ devoted to the transportation of the owners and their guests and \_\_\_\_\_ for freight service



or auxiliary purposes (To be retained where necessary). Owners and tradesmen are expressly required to utilise exclusively a freight or service elevator for transporting packages, merchandise or any other object that may affect the comfort or well-being of the passengers of the elevators dedicated to the transportation of owners, residents and guests (To be retained where necessary).

#### **43. Right to Entry**

(1) An owner shall grant the right of entry to the Manager or to any other person authorised by the Board or the Association in case of any emergency originating in or threatening his unit, whether the owner is present at the time or not.

(2) An owner shall permit other owners, or their representatives, when so required, to enter his unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, provided that requests for entry are made in advance and that such entry is at a time convenient to the owner. In case of an emergency, such right of entry shall be immediate.

#### **44. Rules of Conduct**

(1) No resident of the \_\_\_\_\_ Condominium shall post any advertisement, or posters of any kind in or on the building except as authorised by the Association.

(2) Residents shall exercise extreme care about making noises or the use of musical instruments, radios, television and amplifiers that may disturb others. Residents keeping domestic animals shall abide by the municipal sanitary by-laws or regulations.

(3) It is prohibited to hang garments, rugs, etc. from the windows, balconies, or from any of the facades of the \_\_\_\_\_ Condominium.

(4) It is prohibited to dust rugs, etc., from the windows, or to clean rugs, etc., by beating on the exterior part of the said Condominium.

(5) It is prohibited to throw garbage or trash outside the disposal installations provided for such purposes in the service areas. If such installation is not provided, all garbage or trash shall be collected in a vessel and thrown in the municipal dust-bin.

(6) No owner, resident or lessee shall install wiring for electrical or telephone installation, television antennae, machines or air conditioning units, etc., on the exterior of the \_\_\_\_\_ Condominium or that protrude through the walls or the roof of that Condominium except as authorised by the Association.

## **CHAPTER VII FUNDS AND THEIR INVESTMENTS**

#### **45. Funds**

Funds may be raised by the Association in all or any of the following ways, namely:

(a) by shares;

(b) by contributions and donations from the apartment owners;

(c) from common profits which shall form the nucleus of the Reserve Fund;

(d) by raising loans, if necessary, subject to such terms and conditions as the Associations with the approval of the Competent Authority, may determine in this behalf.

#### **46. Investment**

The Association may invest or deposit its funds in one or more of the following:

- (a) in the Central Co-operative bank or in the State Co-operative Bank; or
- (b) in any of the securities specified in section 20 of the Indian Trusts Act, 1882; or
- (c) in any co-operative bank other than those referred to in clause (a) of this by-law; or in any banking company approved for this purpose by the Association.

#### **47. Affiliation**

Should there be any Federation of apartment owners in the locality in which the \_\_\_\_\_ Condominium is situate, the Association may, after consulting the competent authority, become a member thereof, and pay the sums from time to time payable to such Federation under the rules thereof.

#### **48. Accounts**

(1) A banking account shall be opened by the Association into which all moneys received on behalf of the Association, shall be paid, provided that the Secretary may retain in his personal custody an amount not exceeding Rs. 100 for petty expenses. All payment above Rs. 20, shall be made by cheques signed by the Secretary, and one member of the Board.

(2) Each apartment owner shall have a pass book in which the Secretary shall enter amounts paid to or received for his share in receipts of profits from common areas and contributions towards common expenses, and his share of assessment and other dues, if any, in respect of his apartment.

(3) The Association shall on or before 31st July in each year publish an audited annual financial statement in respect of the common areas and facilities containing:

(a) the profit and loss account;

(b) the receipts and expenditure of the previous financial years; and

(c) a summary of the property and assets and liabilities of the common areas and facilities of the Association, giving such particulars as will disclose the general nature of these liabilities and assets and how the value of fixed assets has been arrived at.

(4) The Audited financial statement shall be open to the inspection of any member of the Association during office hours and in the office of the Association and a copy thereof, shall be submitted to the competent authority not later than 15 August, every year.

(5) Every financial statement shall be accompanied by a complete list of the apartment owners. There shall also accompany the financial statement a similar list of loanees. The financial statement shall state upto what date, profits and expenses of common areas are included.

#### **49. Publication of Accounts and Reports**

A copy of the last financial statement and of the report of the auditor, if any, shall be kept in a conspicuous place in the office of the Association.

#### **50. Appointment of Auditor**

The Association shall appoint at its general meeting, an auditor who shall audit the accounts of the Association to be prepared by the Board as hereinbefore provided and shall examine the annual return, and verify the same, with the accounts relating thereto and shall either sign the same as found by him to be correct, duly vouched and in accordance with law, or specially report to the Association in what respect he finds it incorrect, un-vouched or not in accordance with law.

### **51. Power of Auditor**

The Auditor shall be entitled to call for and examine any papers or documents belonging to the Association relating to the common areas and facilities (including limited common areas and facilities) and common expenses and shall make a special report to the Association upon any matter connected with the accounts which appears to him to require notice.

## **CHAPTER VIII MORTGAGEES**

### **52. Notice to Association**

An owner who mortgages his unit, shall notify the Association through the Manager, if any, or the President of the Board in the event there is no Manager, the name and address of his mortgagee; and the Association shall maintain such information in a book entitled "Mortgagees of Units".

### **53. Notice of Unpaid Assessments**

The Association shall at the request of a mortgagee of a unit report any unpaid assessments due from the owner of such unit.

## **CHAPTER IX COMPLIANCE**

### **54. Compliance**

These by-laws are set forth to comply with the requirements of the Maharashtra Apartment Ownership Act, 1970. In case, any of these by-laws conflict with the provisions of the said Act, it is hereby agreed and accepted that the provisions of the Act will apply.

### **55. Seal of the Association**

The Association shall have a common seal which shall be in the custody of the Secretary, and shall be used only under the authority of a resolution of the Board and every deed of instrument to which the seal is affixed shall be attested for or on behalf of the Association by two members of the Board and the Secretary or any other person authorised by the Association in that behalf.

## **CHAPTER X AMENDMENTS TO PLAN OF APARTMENT OWNERSHIP**

### **56. Amendment of By-laws**

These by-laws may be amended by the Association in a duly constituted meeting for such purpose and no amendment shall take effect unless approved by owners representing at least 75 per cent of the total value of all units in the \_\_\_\_\_ Condominium as shown in the Declaration.

**FORM 'B'**  
[\*\*\*\*\*DELETED BY G.N. OF 14.03.1974\*\*\*\*\*]

**FORM 'C'**  
[See rule 8(1)]  
**REGISTER OF DECLARATION AND DEEDS OF APARTMENTS**

- (1) Apartment No. shown in the plans annexed\_\_\_\_\_
- (2) Floor of the building\_\_\_\_\_
- (3) Name of building\_\_\_\_\_
- (4) Street/Road No. where the building is situated\_\_\_\_\_
- (5) Name of Street/Road where the building is situated\_\_\_\_\_
- (6) Name of builder\_\_\_\_\_
- (7) (a) Cadastral Survey No. of land\_\_\_\_\_
- (b) Hissa No.\_\_\_\_\_
- (c) Town and peth/division of land on which building is constructed\_\_\_\_\_
- (8) Registration district and sub-district in which declaration and Deed of Apartment are registered\_\_\_\_\_

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Sr. No.	Date of application for Registration	Name of the apartment owner	Address	Date of declaration	Date of registration of the declaration
1	2	3	4	5	6

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Percentage of undivided interest in common areas and facilities	Date of deed of apartment	Date of registration of the deed of apartment	Price of apartment settled	Date of Payment of price
7	8	9	10	11

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**FORM 'D'**  
[See rule 8(2)]  
**FORM OF INDEX TO REGISTER**

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Name of the apartment owner	Place of residence	Situation of property	Apartment No. floor of the building and name of the building
1	2	3	4

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Nature of deed (i.e. declaration or deed of apartment) and consideration	Date of		Serial No., volume and Page	Remarks
	Execution	Registration		
5		6	7	8

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**FORM 'E'**  
[See rule 9(8)]  
**FORM OF MEMORANDUM**

1. Apartment No. shown in the plans annexed \_\_\_\_\_
2. Floor of the building \_\_\_\_\_
3. Name of the building \_\_\_\_\_
4. Street/Road No. where the building is situated \_\_\_\_\_
5. Name of Street/Road where the building is situated \_\_\_\_\_
6. Name of builder \_\_\_\_\_
- 7.(a) Cadastral Survey No. of land \_\_\_\_\_
- (b) Hissa No. \_\_\_\_\_ of land on which building is constructed.
- (c) Town and peth/division in which the land on which building is constructed is situated.
8. Registration district and sub-district in which Declaration and Deed of Apartment are registered \_\_\_\_\_
9. Name of Apartment Owner \_\_\_\_\_
10. Address \_\_\_\_\_
11. Percentage of undivided interest in common facilities \_\_\_\_\_
12. Date of Declaration \_\_\_\_\_
13. Date of Deed of Apartment \_\_\_\_\_